

TERMS AND CONDITIONS

**AfriSam (South Africa) (Pty) Ltd's "Load-up and Win Loads" Competition – 2021
("the Competition")**

TERMS AND CONDITIONS

1. The Competition is organized by AfriSam (South Africa) (Pty) Ltd (“AfriSam”).
2. By entering the Competition, all entrants, participants and winners agree to be bound by these rules (which rules will be interpreted by AfriSam and whose decision regarding any dispute will be final and binding).
3. AfriSam reserves the right to amend, modify, change, postpone, suspend, cancel the Competition and any Prizes as defined in 6 below (which have not yet been subject to a draw), or any aspect thereof, without notice at any time, for any reason, which AfriSam reasonably deems necessary.
4. The Competition commences on 1 May 2021 and ends on 31 August 2021 at 00h00 (“the Competition Period”).
5. The Competition is open to permanent residents and citizens of South African over the age of 18 years in possession of a valid South African identity document except any director, member, partner, employee, agent, service provider or consultant or any person who directly or indirectly works with AfriSam and/or immediate family members of any employee, director, member, partner, agent or consultant of or any person who directly or indirectly deal with AfriSam, its advertising agencies and its advisers or organisers of this Competition.
6. The Competition prizes include the following, and participants stand a chance to win 1 (one) of the prizes indicated below:
 - 6.1. **The Monthly Prizes (32 (thirty-two) of each which are available to be won monthly, and shall be awarded over the Competition Period):**
 - 6.1.1. 32 (thirty-two) x Data vouchers (in denominations of R200 across all South Africa mobile networks and redeemable by prepaid users only);
 - 6.1.2. 32 (thirty-two) x Grocery vouchers (in denominations of R1000 and redeemable at any Checkers store subject to the applicable Checkers standard terms and conditions).
 - 6.1.3. 32 (thirty-two) x fuel vouchers in the form of a gift card (in denominations of R500 and redeemable at any petrol garage across South Africa).
 - 6.1.4. 32 (thirty-two) x building vouchers (in denominations of R2000 in the form of an account credit and redeemable at the place of purchase based on till slip provided to enter the Competition.
 (“the Monthly Prize/s”)

Participants can win a Monthly Prize more than once.

- 6.3 **The Grand Prize (1 (one) of which is available to be won at the end of the Competition Period):**
 - 6.3.1.1 (one) Toyota Hilux Single Cab, SC2.0VVTi A/C 5MT (C04) (being a standard model with no optional extras included) but including the license

and registration costs thereof (“the Grand Prize”).

(the Monthly Prizes and the Grand Prize are hereinafter collectively referred to as “the Prizes”)

6.4. The Grand Prize shall be awarded subject to the following conditions:

- 6.4.1. The vehicle colour will be as pre-determined by AfriSam and cannot be altered;
 - 6.4.2. the Grand Prize will be awarded inclusive of AfriSam branding;
 - 6.4.3. AfriSam and the dealership will endeavor to assist the winner of the Grand Prize with the vehicle registration process, provided that the required registration documentation is provided by the winner of the Grand Prize; and
 - 6.4.4. Unless expressly set out herein, all costs in relation to the Grand Prize, including but not limited to petrol costs, costs of maintenance and the costs of insuring the vehicle, shall be for the winner of the Grand Prize’s account.
- 6.5. Costs of delivery of the Grand Prize to the winner thereof, which delivery shall be made at the date, time and place stipulated by AfriSam in its sole discretion, shall be borne by AfriSam (excluding costs to be incurred by the winner in travelling to the place of delivery, which shall be the responsibility, and for the account of, the winner of the Grand Prize).

7. Entering the Competition

7.1. To enter the Competition for the **Monthly Prizes and the Grand Prize:**

- 7.1.1. The participant must send his/her till slip, indicating that a minimum of 5 (five) bags of selected AfriSam All Purpose Cement 50kg bagged product (“the Participating Product”) have been purchased by the participant, via Whatsapp to 087 240 5550.
- 7.1.2. The participant must retain proof of the purchase referred to in 7.1.1 above in order to claim the applicable Prize.
- 7.1.3. AfriSam shall verify the validity of the till slip sent by the participant in terms of 7.1.1 above and, if it is found to be invalid, the participant’s entry will not be included in the draw for the Monthly Prizes or the Grand Prize.

(the entries referred to in 7.1 above are hereinafter referred to as “Entry” or “Entries”, as applicable).

- 7.2. Entries which are unclear, illegible, submitted via an incorrect mechanism, contain errors or are from disqualified persons will be declared invalid.
- 7.3. The participants may enter the Competition as many times as they wish by utilizing the entry mechanisms described in 7.1, above, provided that, in relation to Entries for the Prizes, the Entry indicates the purchase by the participant of a minimum of 5 (five) bags of the Participating Product and proof of purchase is supplied in terms

of 7.1.2 above.

8. Any Entries received after the closing date and time stipulated in 4 above will not be taken into consideration.
9. The Monthly Prize draws will, unless otherwise communicated by AfriSam in its sole discretion, take place between the 1st and the 12th of the month over the Competition Period. The Grand Prize draw will be an audited draw conducted by a third party and will take place between the 1st and 12th of September 2021.
10. AfriSam and/or its advertising agents will contact the Monthly Prize winners and the Grand Prize winner ONLY, via SMS/telephone. AfriSam or its agency will endeavor to contact each Monthly Prize and the Grand Prize winner 3 (three) consecutive times using the cellular number as per the Entry. Should the winner not respond within 48 (forty-eight) hours of the first attempt at contact, the Monthly Prize or the Grand Prize (as applicable) will be forfeited and another winner will be selected as per 9 above.
11. In the event of any dispute arising in relation to the interpretation of the Competition rules, AfriSam's decision is final and no correspondence will be entered into with entrants, participants or winners in this regard.
12. All participants and the winners, as the case may be, indemnify AfriSam, its advertising agencies, advisers, nominated agents, suppliers, its affiliates and/or associated companies against any and all claims of any nature whatsoever arising out of and/or from their participation in any way howsoever in this Competition (*including as a result of any act or omission, whether as a result of negligence, misrepresentation, misconduct or otherwise on the part of AfriSam and/or use of the Prizes*).
13. The Prizes shall not be transferable. AfriSam reserves the right to substitute the Prizes with any other Prize of comparable commercial value. All ancillary costs (other than the ones specifically provided for in these rules), including but not limited to those incurred for purposes of obtaining a driver's license, additional transport, transport to collect the Monthly Prize or Grand Prize (as applicable), fuel, personal and incidental expenses, insurance, government taxes or other fees applicable are the responsibility of the winner/participants.
14. By entering this Competition, the participants authorise AfriSam and its promoters, to collect, store and use their personal information for communication or statistical purposes, and consent to the dissemination of such personal information to AfriSam's authorized agents and suppliers for purposes of redeeming the Prizes contemplated in the Competition. AfriSam undertakes to process such personal information and that contemplated 19 below in line with the provisions of the Protection of Personal Information Act, 2013.
15. AfriSam and their agents reserve the right to cancel, modify or amend the Competition at any time, if deemed necessary in its opinion, and if circumstances outside of their control should arise.

16. AfriSam shall not be responsible for any changes, substitution, withdrawal, cancellation or postponement of any part of the Prizes beyond its control and AfriSam shall not be obliged to award any other Prizes in lieu thereof.
17. If a dispute as to the identity of the winner arises, the owner of the cellular handset in question will be deemed the legal winner of the Competition, irrespective of who entered using the handset. Entries are represented and identified by the cellular number used to enter. AfriSam shall not take any responsibility for users of handsets not belonging to the person in question.
18. AfriSam will require the winner of the Monthly Prize or the Grand Prize to complete and submit an information disclosure agreement and indemnification to enable AfriSam to ensure compliance with these rules and the Consumer Protection Act 68 of 2008. Should the winner refuse or be unable to comply with this rules for any reason, such winner will be deemed to have rejected the Monthly Prize or Grand Prize and it shall revert back to AfriSam.
19. By entering this Competition, the participants consent to AfriSam photographing them and publishing their names in any printed media, or any other relevant media, to the extent that they are the winner of a Prize. When accepting the Prize, the winner must indicate to AfriSam should they not want their images or name to be published and AfriSam will then not proceed with the publication of same.
20. All queries in connection with this promotional Competition should be directed to the Foneworks helpline on 011 504 0027 on weekdays between 08:00 and 17:00.